

BID PROPOSAL

PROJECT: Elephant Mountain Antenna Site Upgrade Project

LOCATION: 34 53 6.1 North / 116 53 49.3 West, County of San Bernardino, CA

OWNER: County of San Bernardino

BID OPENING: February 6, 2020 @ 2:00 PM

BIDDER: Abboud Diamond Construction, Inc. dba Diamond Construction, Inc.

County of San Bernardino
Real Estate Services Department – Project Management Division
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184
www.sbcounty.gov/ae

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is to add new electrical service from SCE and provide connection to new block building for electrical systems including emergency backup power generator, new 35' new communications monopole in Barstow, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Real Estate Services Department – Project Management Division, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications.

The LUMP SUM of One Million, One hundred fifty thousand Dollars and 00/100
(\$ 1,150,000.00/100)

The above-mentioned BASE BID includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible and responsive bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, 10% See Attached Dollars (\$ 10% See Attached), made payable to the County of San Bernardino. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of San Bernardino. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Real Estate Services Department – Project Management Division, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through the County of San Bernardino Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Real Estate Services Department – Project Management Division, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

TIME OF COMPLETION

The undersigned agrees to complete the work within 365 calendar days from the date stipulated in the Notice to Proceed.

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of \$300.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

ESCROW ACCOUNT

Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, the Contractor may substitute qualified securities in lieu of retention withheld by the County and/or establish an escrow account for retention payments.

REJECTION OF BIDS

The undersigned agrees that the County reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid State Contractor's Class "B" license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. **The undersigned agrees to provide the Real Estate Services Department – Project Management Division with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name the County of San Bernardino and its officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the County for adequacy of protection.

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award and shall be on County approved bond forms. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

VISITING THE SITES

The undersigned has visited the site, and is familiar with the local conditions of the work site.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it and all subcontractor(s) listed below have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all bids submitted on or after March 1, 2015). The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all contracts awarded on or after April 1, 2015). The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Real Estate Services Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NAME: Abboud Diamond Construction, Inc. dba Diamond Construction, Inc.

<u>Subcontractor</u>	<u>Portion of Work</u> (Description of work to be performed)	<u>Location of Business</u>	<u>CA Cont. Lic. No.</u>	<u>DIR Reg. No.</u>
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DKM Electric	Electrical	12403 Central Ave. #625 Chino, CA 91710	#536483	#1000062050
Westland Heating & Air Conditioning, Inc.	HVAC	5820 Central Ave., Unit 20 Riverside, CA 92504	#349594	#1000002791
Valley Pacific Masonry	Masonry	13308 Triple Crown Ct. Moreno Valley, CA 92555	#925202	#1000031543
Ellis Fence Co	Fencing	28633 US Hwy 58 Barstow, CA 92311	#687623	#1000021557
RB Sheet Metal	Sheet Metal	1893 Capri Ave., Unit "G" Mentone, CA 92359-1260	#639711	#1000002821

ADDENDA

This bid includes Addendum No. 1 dated 1/29/2020
Addendum No. 2 dated 1/31/2020

Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.

AFFIDAVIT

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

Abboud Diamond Construction, Inc. dba

I am the President of Diamond Construction, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on Wednesday, February 6, 2020 [date], at Redlands [city], CA [state].

Signed:  _____

Title: President _____

AIA[®] Document A310[™] – 2010

Bid Bond

Bid Bond No: N/A

CONTRACTOR:

(Name, legal status and address)

Abboud Diamond Construction, Inc.
P O Box 6230
Moreno Valley, CA 92555

SURETY:

(Name, legal status and principal place
of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

County of San Bernardino
385 North Arrowhead Ave
San Bernardino, CA 92415

BOND AMOUNT: Ten Percent of the Total Amount Bid (10% of Bid Amount)

PROJECT: Elephant Mountain 800 MHz Antenna Site Upgrade Project

(Name, location or address, and Project number, if any)

Project Number, if any: 10.10.0091

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of January 2020

Abboud Diamond Construction, Inc.

(Principal)

(Seal)

(Witness)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

(Witness)

Daisy Reyes

(Title) Irene Luong, Attorney-in-Fact

Init.

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SECRET

TOP SECRET

SECRET

1. The purpose of this document is to provide information regarding the activities of the [redacted] in the [redacted] area. The information is classified as TOP SECRET and is to be handled accordingly.

2. The [redacted] has been observed in the [redacted] area, and it is believed that they are engaged in [redacted] activities. The [redacted] is a [redacted] organization and is known for its [redacted] activities.

3. The [redacted] has been observed in the [redacted] area, and it is believed that they are engaged in [redacted] activities. The [redacted] is a [redacted] organization and is known for its [redacted] activities.

4. The [redacted] has been observed in the [redacted] area, and it is believed that they are engaged in [redacted] activities. The [redacted] is a [redacted] organization and is known for its [redacted] activities.

5. The [redacted] has been observed in the [redacted] area, and it is believed that they are engaged in [redacted] activities. The [redacted] is a [redacted] organization and is known for its [redacted] activities.

6. The [redacted] has been observed in the [redacted] area, and it is believed that they are engaged in [redacted] activities. The [redacted] is a [redacted] organization and is known for its [redacted] activities.

7. The [redacted] has been observed in the [redacted] area, and it is believed that they are engaged in [redacted] activities. The [redacted] is a [redacted] organization and is known for its [redacted] activities.

8. The [redacted] has been observed in the [redacted] area, and it is believed that they are engaged in [redacted] activities. The [redacted] is a [redacted] organization and is known for its [redacted] activities.

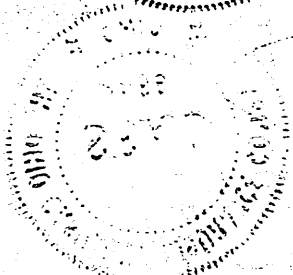
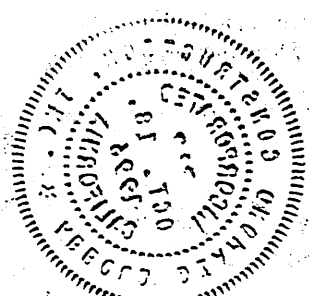
9. The [redacted] has been observed in the [redacted] area, and it is believed that they are engaged in [redacted] activities. The [redacted] is a [redacted] organization and is known for its [redacted] activities.

10. The [redacted] has been observed in the [redacted] area, and it is believed that they are engaged in [redacted] activities. The [redacted] is a [redacted] organization and is known for its [redacted] activities.

11. The [redacted] has been observed in the [redacted] area, and it is believed that they are engaged in [redacted] activities. The [redacted] is a [redacted] organization and is known for its [redacted] activities.

12. The [redacted] has been observed in the [redacted] area, and it is believed that they are engaged in [redacted] activities. The [redacted] is a [redacted] organization and is known for its [redacted] activities.

13. The [redacted] has been observed in the [redacted] area, and it is believed that they are engaged in [redacted] activities. The [redacted] is a [redacted] organization and is known for its [redacted] activities.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange

On January 27, 2020 before me, Robyn R. Kargari, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong

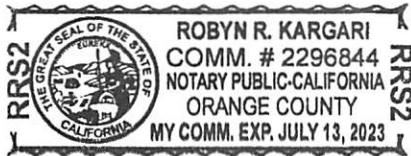
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Signature]
Signature of Notary Public Robyn R. Kargari



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202900-986938**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Emilie George; Irene Luong; James W. Moilanen; Yung T. Mullick; P. Austin Neff

all of the city of Oakland state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of January, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of January, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

The Ohio Casualty Insurance Company

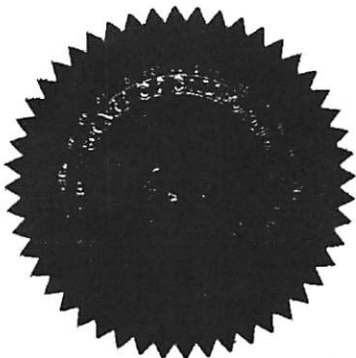
of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Automobile and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*



By

Dave Jones
Insurance Commissioner

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



DBR GENERAL ENGINEERING

DBR Investments, Inc dba DBR General Engineering | A Native American Owned 8(a) General Contractor

Project Number:

10.10.0091

OFFEROR:

DBR General Engineering 1120
Sycamore Ave. Ste 2 F Vista,
CA 92081
Phone: 760-297-5070
Fax: 760-297-5070
Email: tyke@dbrgeneng.com

DUNS #078723062
Cage # 6U7S9
TIN 46-0598155

California License #: 972838

Arizona License #: 326652

STATEMENT:

DBR General Engineering
agrees to all terms, conditions,
and provisions included in
Project #

10.10.0091

Binding for ninety (90) Days

**AUTHORIZED PERSONNEL
TO SIGN AND NEGOTIATE:**

Brian Drake, President
Phone: 760-297-5070
Fax: 760-297-5070
Email: brian@dbrgeneng.com

Tyke Blanchard, Vice President
Phone: 760-297-5070
Fax: 760-297-5070
Email: tyke@dbrgeneng.com

Johnny Savage, Chief
Estimator Phone: 760-525-7978
Fax: 760-297-5070
jsavage@dbrgeneng.com

What is the contractor's rating? Excellent

Bonding Limit for a single project? \$10 Million

Aggregate amount? \$ 20 Million

Amendments Acknowledged

AM 01 | AM 02
01/29 01/31

Signature:

John Savage

Date:

02/05/2020

DBR GENERAL ENGINEERING

DBR Investments, Inc dba DBR General Engineering | A Native American Owned 8(a) HUBZone, DBE General Contractor

Provided Documents and Bid Bond

1120 Sycamore Avenue, Suite 2F | Vista, CA 92081

(T) 760.297.5070 | (F) 760.297.5070 | dbrgeneng.com

BID PROPOSAL

PROJECT: Elephant Mountain Antenna Site Upgrade Project

LOCATION: 34 53 6.1 North / 116 53 49.3 West, County of San Bernardino, CA

OWNER: County of San Bernardino

BID OPENING: February 6, 2020 @ 2:00 PM

BIDDER: DBR General Engineering, 1120 Sycamore Avenue, Suite 2F, Vista, CA 92081

County of San Bernardino
Real Estate Services Department – Project Management Division
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184
www.sbcounty.gov/ae

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is to add new electrical service from SCE and provide connection to new block building for electrical systems including emergency backup power generator, new 35' new communications monopole in Barstow, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Real Estate Services Department – Project Management Division, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications.

The LUMP SUM of \$1,350,011.00 Dollars

(\$ 1,350,011.00)

The above-mentioned BASE BID includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible and responsive bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, \$135,001.10 Dollars (\$ 135,001.10), made payable to the County of San Bernardino. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of San Bernardino. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Real Estate Services Department – Project Management Division, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through the County of San Bernardino Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Real Estate Services Department – Project Management Division, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

TIME OF COMPLETION

The undersigned agrees to complete the work within 365 calendar days from the date stipulated in the Notice to Proceed.

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of \$300.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

ESCROW ACCOUNT

Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, the Contractor may substitute qualified securities in lieu of retention withheld by the County and/or establish an escrow account for retention payments.

REJECTION OF BIDS

The undersigned agrees that the County reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid State Contractor's Class "B" license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. **The undersigned agrees to provide the Real Estate Services Department – Project Management Division with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name the County of San Bernardino and its officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the County for adequacy of protection.

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award and shall be on County approved bond forms. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

VISITING THE SITES

The undersigned has visited the site, and is familiar with the local conditions of the work site.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it and all subcontractor(s) listed below have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all bids submitted on or after March 1, 2015). The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all contracts awarded on or after April 1, 2015). The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Real Estate Services Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NAME: DBR General Engineering, 1120 Sycamore Avenue, Suite 2F, Vista, CA 92081

<u>Subcontractor</u>	<u>Portion of Work</u> (Description of work to be performed)	<u>Location of Business</u>	<u>CA Cont. Lic. No.</u>	<u>DIR Reg. No.</u>
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Power Pro Plus Inc.	Portion of Work: Electrical including Generator	License Number: 851026	DIR #: 1000011410	
8751 Prestige Ct Rancho Cucamonga, CA 91730 United States				

Rivera Masonry	Portion of Work: Masonry	License Number: 1027589	DIR#: 1000039042	
1793 E. BAKER ST, PRESCOTT VALLEY, AZ 86314				

Ellis Fence Co.	Portion of Work: Fencing and Gates	License Number: 687623	DIR# 1000021557	
28633 US HWY 58, BARSTOW, CA 92311				

Bowcon Company	Portion of Work: Concrete	License Number: 922893	DIR# 1000004992	
P O BOX 503304, SAN DIEGO, CA 92150				

Western Pacific Roofing	Portion of Work: Roofing	License Number: 235717	DIR# 1000001599	
2229 EAST AVENUE Q, PALMDALE, CA 93550				

ADDENDA

This bid includes Addendum No. 01 dated 01/29/2020

Addendum No. 02 dated 01/31/2020

Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.

AFFIDAVIT

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any

other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

Check One: ☐ Sole Proprietor
☐ Partnership
☒ Corporation
☐ Other

Name of Bidder: DBR General Engineering

Address: 1120 Sycamore Avenue, Suite 2F
Vist, CA 92083

Phone: 760-525-7978

Email: jsavage@dbrgeneng.com

Contractor's License No.: 972838 Primary Class: A

Expiration Date of Contractor's License 02/29/2020

Contractor's DIR Registration # 1000005988

I declare under penalty of perjury the above is true and correct.

Authorized Signature: John Savage Title: Chief Estimator

Print Name: John Savage Date: 02/04/2020

Bid Proposal Checklist

- ☒ All Addenda are acknowledged
- ☒ Bid Package signed by authorized party
- ☒ Signed Non-Collusion Declaration from Prime Contractor enclosed
- ☒ Original Bid Bond enclosed; or
- ☐ If submitting via ePro, original Bid Bond mailed to Project Management Division. **Note:** Bid Bond must be received by Project Management Division by time of bid opening.
- ☒ No modifications made to bid forms
- ☒ Envelope properly labeled
- ☒ Remember to seal the bid and deliver to:

Real Estate Services Department
Project Management Division
County Government Center
385 North Arrowhead Avenue, Third Floor
San Bernardino, California 92415-0184

Please Note: This checklist is only provided to assist the bidders. It is the bidder's sole responsibility to ensure that they are complying with the requirements included in the Bid Package in their entirety, even if they are not identified on this checklist.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Chief Estimator of DBR General Engineering, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 02/04/2020 [date], at Vista [city], California [state].

Signed: John Savage

Title: Chief Estimator



Bid Bond

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____

DBR Investments, Inc. dba DBR General Engineering

as Principal, and **THE INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation of the State of New Jersey, as Surety, are hereby held and firmly bound unto

The County of San Bernardino

in the penal sum of Ten Percent of Amount Bid (\$ 10% of Bid Amount)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 4th day of February, 2020

The condition of the above obligation is such that whereas the Principal has submitted to a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for Elephant Mountain 800 MHz Antenna Site Upgrade Project, Barstow, CA

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said Contract, and for the payment of the persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid;

THEN, THIS OBLIGATION SHALL BE VOID, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the said bid may be accepted; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereto set their hands and seals, and such of them as are corporations have caused their corporate seals, to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, sealed and delivered in the presence of:

ATTEST: [Signature]

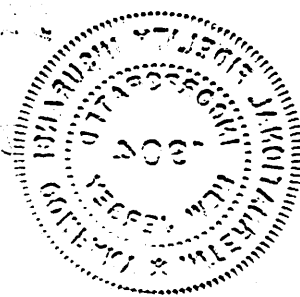
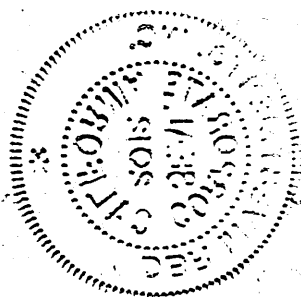
ATTEST: [Signature]

Bid Bond Date 02-05-2020

DBR Investments, Inc. dba
DBR General Engineering
Principal

INTERNATIONAL FIDELITY INSURANCE CO.

By: [Signature]
Bert Stewart, Attorney-In-Fact



POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # N/A

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BART STEWART

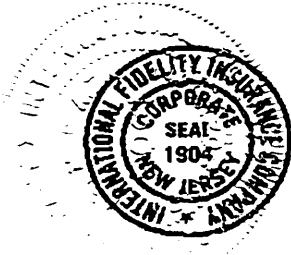
Encinitas, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2017



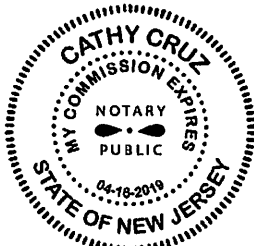
STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, February 04, 2020

A00982

Maria H. Branco, Assistant Secretary



ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

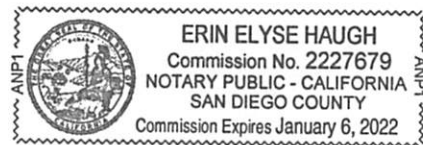
On 2/4/2020 before me, Erin Elyse Haugh, Notary Public,
(Here insert name and title of the officer)

personally appeared Bart Stewart,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, ~~is~~ /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

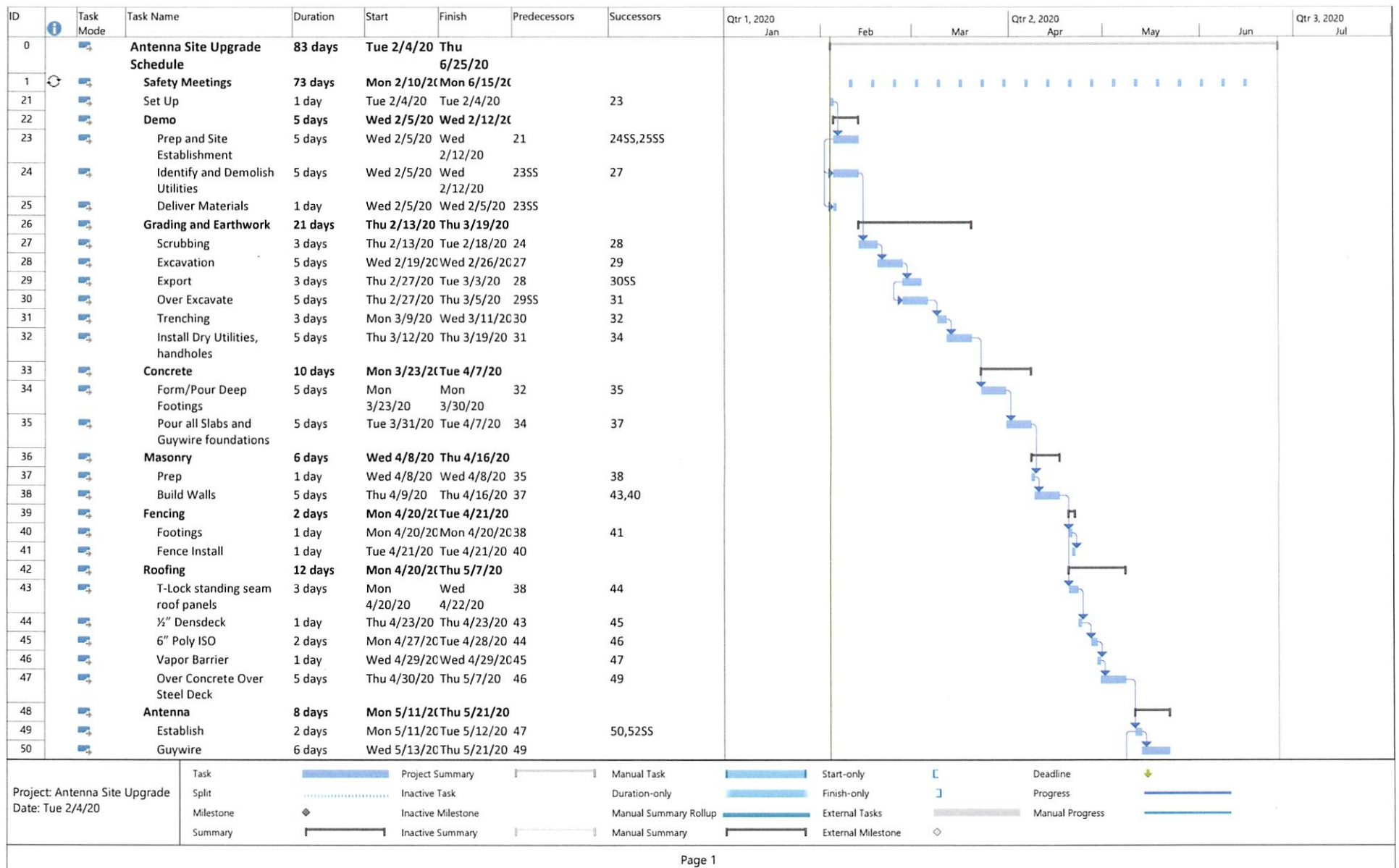


DBR Investments, Inc dba DBR General Engineering | A Native American Owned 8(a) HUBZone, DBE General Contractor

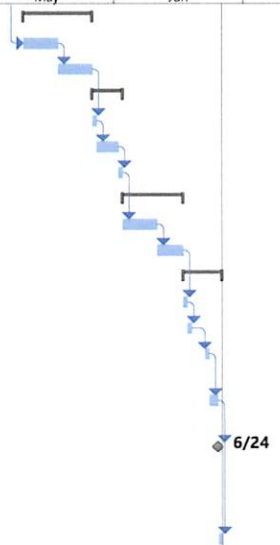
Technical Narrative and Schedule

1120 Sycamore Avenue, Suite 2F | Vista, CA 92081

(T) 760.297.5070 | (F) 760.297.5070 | dbrgeneng.com



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors	Qtr 1, 2020	Feb	Mar	Qtr 2, 2020	May	Jun	Qtr 3, 2020
51		Electrical	10 days	Mon 5/11/20	Tue 5/26/20									
52		Generator	5 days	Mon 5/11/20	Mon 5/18/20	49,55	53							
53		Lighting	5 days	Tue 5/19/20	Tue 5/26/20	52	55							
54		HVAC	4 days	Wed 5/27/20	Tue 6/2/20									
55		Add Boxes	1 day	Wed 5/27/20	Wed 5/27/20	53	56							
56		Controllers	2 days	Thu 5/28/20	Mon 6/1/20	55	57							
57		Activate	1 day	Tue 6/2/20	Tue 6/2/20	56	59							
58		Door and Finishes	8 days	Wed 6/3/20	Tue 6/16/20									
59		Install Door and Canopy	5 days	Wed 6/3/20	Wed 6/10/20	57	60							
60		Paint CMU	3 days	Thu 6/11/20	Tue 6/16/20	59	62							
61		Closeout	6 days	Wed 6/17/20	Thu 6/25/20									
62		Punchlist	1 day	Wed 6/17/20	Wed 6/17/20	60	63							
63		Tear Down Temp Fence	1 day	Thu 6/18/20	Thu 6/18/20	62	64							
64		Remove Housing Trailer	1 day	Mon 6/22/20	Mon 6/22/20	63	65							
65		Complete Punchlist items	2 days	Tue 6/23/20	Wed 6/24/20	64	66,67							
66		For items requiring Subcontractors to come to site, delays may be necessary	0 days	Wed 6/24/20	Wed 6/24/20	65								
67		Finalizations and ending meeting	1 day	Thu 6/25/20	Thu 6/25/20	65								



Project: Antenna Site Upgrade Date: Tue 2/4/20	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



DBR GENERAL ENGINEERING

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Technical Narrative:

Earthwork:

DBR General Engineering is the prime contractor and will provide the earthwork services. A subcontractor has been signed on to coordinate the prevention of runoff. A D4 Dozer, Mini Excavator, Water Truck, Roller, and a skid steer will be brought to the mountaintop to accomplish earthwork and trenching.

Fencing:

Fencing will be handled by an experienced fence work subcontractor who accomplished work on the Yermo Base, Fort Irwin, and a host of commercial and public works applications in the Barstow Area. Ellis is renown and dedicated to doing projects excellently.

Design of Monopole:

Cullumber Engineering, a native owned structural engineering firm, will provide designs for the monopole. Their previous Experience and knowledge of these types of projects and their expediency is renown in the industry.

Electrician:

The electrician has been carefully selected by DBR to achieve the work with Perform electrical installation per plans and specs. Encase conduits as necessary prior to backfill. Installation of electrical components as detailed in the electrical sheets. Testing of ground system, megger feeder cables. Provide and install Generator, ATS, MTS, service entrance panel, and panel A. Provide and install concrete housing keeping pad for generator and service entrance panel. Provide and install grounding per drawing "electrical grounding halo scheme". Install concrete handholes for fiber and electrical primary trenches. Provide and install electrical disconnects for HVAC unit and terminate line side. Provide conduit and box for HVAC thermostat. Provide conduit to HVAC controller. Perform excavations as necessary for electrical and grounding as shown on page E-4.1 of the drawings.

Power Pro Plus Inc. has been brought in to ensure that the work is done in a professional manner. Power Pro Plus has worked on the Marine base at 29 Palms for over 20 years. They will do work that would meet the UFC 3-520-01 Interior Electrical Systems specification set forth by the federal government. DBR will coordinate Power Pro to ensure their start date and work is not in conflict with any other subcontractor.

HVAC:

In the phase of construction in which MEP's are being installed, ductwork will be run as well as all units for the running of the HVAC system. DBR will ensure that the ductwork and all equipment is tied to not allow any air leakage. It's important to tightly seal the HVAC boots to floors and drywall, and toe kick ducts should be avoided altogether as they are very hard to seal to the cabinet and are often damaged during cabinet installation, leading to excessive leakage. Air leakage can cause other problems



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besides inefficiency. Air escaping into attics and crawl spaces can cause those areas to become over pressurized.

Concrete:

DBR will manage a concrete subcontractor to provide the site concrete, reinforced equipment pad, and the reinforced building slab. Care will be taken to ensure the setting of the concrete and finishing is precise. Bowcon Company has a proven track record of concrete work done effectively and quickly. DBR will coordinate Bowcon to ensure their start date and work is not in conflict with any other subcontractor.

Masonry:

DBR will construct the 6' walls leading into the restroom facility of masonry with the assistance of a masonry subcontractor. The surface of the walls shall be roughly 120 square feet and will be reinforced with Rebar.

Extra work will go into ensuring efflorescence is avoided. In prep, finishing, and punch list, DBR will keep water from entering the brick work. While it's hard to completely prevent this, due to the porous nature of the materials, water penetration can certainly be minimized through careful and knowledgeable installation. Caulking, flashing and drip or weep holes can all help to minimize efflorescence, and in turn they will give you a more stable piece of brick work.

Roof:

Western Pacific Roofing has acknowledged T-Lock standing seam roof panels, ½" Densdeck, 6" Poly ISO, Vapor Barrier, and Concrete Over Steel Deck. Their reputation for quality work has made them the primary Roofing Subcontractor in 29 palms.

Quality control:

The duties and responsibilities of the QC Manager on this contract will be to manage and implement the QC program. The QC manager will attend the QC Plan Meeting, attend the Coordination & Mutual Understanding Meeting, conduct the QC meeting, ensure testing is performed and to prepare QC certifications and documentation required in this contract. The QC manager is responsible for managing and coordinating the three phases of control. No work or testing may be performed unless the QC management is on the work site. It will be the responsibility of the QC manager to be familiar with the QCS and to maintain the database information. The QC manager shall report to Ricardo Correa, the Project Manager.

In the event that the QC Manager is absent from the job-site, an alternate QC Manager will be furnished through DBR General Engineering. His role and responsibilities will be the same as those stated above for the QC Manager.



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The Design QC Manager will be responsible for the Training of onsite employees and subcontractors, The position also requires the participation in the Post Award Kick-Off, all design planning meetings, design presentations, partnering, and QC meetings as required by the CQC Manager. Also, to coordinate all training issues and validate that the testing and training requirements of this contract are accomplished. He will also provide all special inspections per Chapter 17 of the IBC by providing the inspections required and to employ any special inspection firms or individuals for those areas of construction requiring special inspections or testing.

Project Management:

Project Managers will be available 24/7:

Tyke Blanchard

1120 Sycamore Ave, Suite 2F

Vista CA, 92084

Cell: Emergency Line: (760) 297-5070

Ricardo Correa

1120 Sycamore Ave, Suite 2F

Vista CA, 92084

Cell: Emergency 24/7: (760) 685-4788

Project managers will ensure that all bonds required for the project will be submitted within 15 days of notice to proceed. The project manager will be responsible for overall oversight of the project from beginning to end, and also be responsible for problem solving and ensuring the project is in accordance with schedule. He will also be responsible for overall budgeting and execution of the project. If changes to the project need to be addressed, project managers will contact the government construction manager.

The project manager is the acquisition workforce member with the responsibility and relevant discretionary authority who is uniquely empowered to make final scope-of-work, capital investment, and performance acceptability decisions on assigned acquisition programs. The program manager is also responsible for meeting program objectives or production requirements through the acquisition of any mix of in-house, contract, or reimbursable support resources. Program managers are responsible to stakeholders for management and oversight of subordinate projects within the scope of the overall program. But above all, the program manager is ultimately responsible for effectively managing all business and technical risks of the program, to ensure effective systems and services are delivered to the end user on schedule, within budget, and at the required levels of performance.



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The purpose of the project manager is to ensure the project remain within the scope of work.

Sub-contractor Management:

DBR General Engineering is dedicated to the protection of its employees and subcontractors from job injuries. The purpose of DBR's safety plan is to provide our employees and subcontractors with safety standards that are specific to each individual project. Our policy is to have a zero accident project. It is the policy of DBR General Engineering to provide all equipment and systems to assure that all employees and subcontractors are working in a safe environment. Our site safety superintendent shall make inspections of the work site to determine what protection is needed prior to any work being performed. Our safety Director will make site visits at unannounced times to assure that safety rules as well as company policy are being carried out. DBR General Engineering is in full compliance with the current edition of the Army Corps of Engineers Manual EM-385-1- 1, November 2014 and with Occupational Safety and Health Act.

To evaluate subcontractors, DBR uses a safety checklist. Evaluation tool factors are as follows:

DART Rate, EMR, Safety and Health Plan, Fall Protection Plan, Superintendent On-site

For subcontractors to receive an award, the subcontractor is thoroughly vetted to determine safe and healthy practices are implemented in the work environment. Subcontractors that are used for DBR are trusted and have been working together for many years. DBR's goal is to work together with subcontractors to not only complete the mission, but to also do so in a way that it is safe and free of all accidents.

Safety & Security:

DBR General Engineering will always have a fully qualified SSHO on site to oversee all work whether it is self-performed or subcontracted.

Over the many years of experience DBR has learned many "tricks of the trade". When approaching any renovation contract, our employees will review the work area to see if there are any hazards that might make the work condition unsafe. After determining that the work is safe to complete, the employees then overview all equipment to make sure that the tools are working in their intended purposes. If the tools are not working in their intended purposes, then it is important to report it to the higher authorities for remediation. DBR has implemented a lock-out tag-out program, any tool that is not working for its intended purpose is marked with red tape and placed in a locked container, where no one other than the competent individual has access. From that location, it is brought back to the office where our team determines whether to repair or dispose of the tools. Ensuring a proper lock-out tag-out program has been successful in preventing human injuries.



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Most dangerous and common hazards with renovation projects are falls from scaffolds or aerial work platforms. DBR will not allow anyone with aerial work platform to use any self-retracting device. Lanyards will be of non-shocking absorbing extension. When working with nail guns, if a worker walks away, they MUST remove the air compressor line from the nail gun.

Housecleaning is very important when preventing trip hazards, and therefore a priority. When electrical wires are used, they must be organized in such a way that mitigates trip hazard to include a cone or delineator, which indicates a trip hazard.

All subcontractors will be required to attend weekly safety meetings with DBR General Engineering where safety concerns will be addressed by the Site Superintendent/Safety Officer, or they can implement their own weekly safety meetings. Suppliers will be contacted for a list of personnel who will be making deliveries to the site, and the delivery routes and speed limits of the facility will be obeyed at all times. Furthermore, the subcontractors work schedule and safety plan will need to have a DBR General Engineering review and approval prior to the start of any work.

DBR General Engineering has implemented a written line of authority for DBR employees and subcontractors to follow. This is to mitigate confusion and help implement proper safety on the work site. Lines of authority is as follows:

Owner of DBR

Project Safety Manager

Project Manager

SSHO

Foreman

Subcontractor Foreman/SSHO

Subcontractor Superintendents

Implementing this tool has helped employees and subcontractors from any confusion of authority, in regard to safety. DBR has entrusted every member of their employees with safety, this ensures that every member has a responsibility to maintain healthy and safe practices.

A safe working environment is mandatory. The Project Manager and Job Foreman will provide direction and assistance necessary to ensure that safe working conditions are attained and maintained.

DBR recently implemented Voluntary Protection Program after attending a safety forum at MCAS Miramar. VPP has found a successful reduction in work related accidents by 30% compared to companies who do not utilize VPP. VPP is a safety and management system, which is performance based to manage safety. This heavily relies on leadership/management which



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includes employee involvement, accountability, and process discipline. When implementing this program to the contract, each individual job order contract will require a separate and unique plan to practice operational risk management to control and mitigate risks. The four fundamentals to how VPP works is by management leadership and employee involvement, work site analysis, safety and health training, and hazard prevention and control.

In order to recognize and appreciate employees, it requires a visible leadership which shows that not only do you take safety seriously, but you are implementing VPP. VPP also uses a good catch program that rewards employees for good safe practices and identifying hazards, or unsafe practices that may have been missed previously. By implementing this program, we hope to continue to have zero work related incidents in the future.

Sustainability and Green Building:

Applying green building and sustainability is a goal of DBR, during all civil construction work it is important to balance the cut to fill amount of dirt. This is needed so the contractor doesn't need to apply aggregate that is not from the area to fill. Net zero is obtainable, this is so all recycled items are recycled and anything that can be used onsite, will be used.

Customer Service:

Customer service is extremely important to DBR General Engineering, that is why we will not only provide our personal emails, we will also provide our personal cell numbers. We can guarantee that our project managers will be available 24/7 by cell. Emails are responded to within the same day they are received. DBR can guarantee that someone will respond to all your needs. DBR can provide a list of contacts regarding all jobs and emergency lines if anything should arise.



DBR Investments, Inc dba DBR General Engineering | A Native American Owned 8(a) HUBZone, DBE General Contractor

Past Performance Questionnaires (Navy Facility Form)

1120 Sycamore Avenue, Suite 2F | Vista, CA 92081

(T) 760.297.5070 | (F) 760.297.5070 | dbrgeneng.com

EXHIBIT "C"**NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)****CONTRACT INFORMATION****1. Contractor Information**

Firm Name: DBR General Engineering
Address: 1120 Sycamore Avenue, Suite 2F Vista CA, 92081
Phone Number: 760-297-5070
Email Address: tyke@dbrgeneng.com
Point of Contact: Tyke Blanchard

CAGE Code: 6U7S9
DUNs Number: 078723062

Contact Phone Number: 760-297-5070

2. Work Performed as: ☐ Prime Contractor ☒ Sub Contractor ☐ Joint Venture ☐ Other (Explain)

Percent of project work performed: 100%

If subcontractor, who was the prime (Name/Phone #): JMC Construction (657) 456-6192

3. Contract Information

Contract Number: N6247318D4402

Delivery/Task Order Number (if applicable): N6247318F5242

Contract Type: ☒ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title: Construct Shore Power, Range 220

Contract Location: Marine Corp Air Ground Combat Center, 29 Palms, CA

Award Date (mm/dd/yy): 09/05/2018

Contract Completion Date (mm/dd/yy): 07/01/2019

Actual Completion Date (mm/dd/yy): 03/05/2019

Explain Differences: Completed Job prior to completion date.

Original Contract Price (Award Amount):

\$577,419.37 Final Contract Price (to include all modifications, if applicable): \$577,419.37

Explain Differences:

4. Project Description:

Complexity of Work ☐ High ☒ Med ☐ Routine

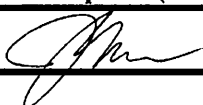
How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) Project was to install permanent shore power and comm/data to building 6000R1, 6000R2, and 6000R3. Also install an automatic Transfer Switch to support the existing Generator. All work was done at Range 220 aboard the Marine Corps Air Ground Combat Center (MCAGCC) 29 Palms.

CLIENT INFORMATION**5. Client Information**

Name:
Title: Joe Morales
Phone: JMC Owner/President
Number: (760) 953-0015
Email:
Address: 29 Palms, CA

6. Describe the client's role in the project:

DBR performed oversight and project managing of project.

7. Date Questionnaire was completed (03/26/19):**8. Client's Signature:**

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

**ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR
EVALUATION OF THE CONTRACTOR'S PERFORMANCE**

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been NO significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): DBR General Engineering

Client Information (Name): Lubna Khalil

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY	
a) Quality of technical data/report preparation efforts	E <u>VG</u> S M U N
b) Ability to meet quality standards specified for technical performance	E <u>VG</u> S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E <u>VG</u> S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	<u>E</u> VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	E VG <u>S</u> M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E <u>VG</u> S M U N
3. CUSTOMER SATISFACTION	
a) To what extent were the end users satisfied with the project?	E <u>VG</u> S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E <u>VG</u> S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E <u>VG</u> S M U N
d) Overall customer satisfaction	E <u>VG</u> S M U N
4. MANAGEMENT/PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force	E VG <u>S</u> M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E <u>VG</u> S M U N
c) Government Property Control	E <u>VG</u> S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E <u>VG</u> S M U N
e) Utilization of Small Business concerns	E <u>VG</u> S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E <u>VG</u> S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG <u>S</u> M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E <u>VG</u> S M U N
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)	<u>E</u> VG S M U N

Contractor Information (Firm Name): DBR General Engineering

Client Information (Name): Khalil Lubna

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	E	VG	<input checked="" type="radio"/> S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	E	<input checked="" type="radio"/> VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="radio"/> Yes		No			
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes		<input checked="" type="radio"/> No			
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes		<input checked="" type="radio"/> No			
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the user's rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	<input checked="" type="radio"/> VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	<input checked="" type="radio"/> VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	S	M	U	<input checked="" type="radio"/> N
b) Compliance with contractual terms/provisions <i>(explain if specific issues)</i>	E	<input checked="" type="radio"/> VG	S	M	U	N
c) Would you hire or work with this firm again? <i>(If no, please explain below)</i>	<input checked="" type="radio"/> Yes		No			
d) In summary, provide an overall rating for the work performed by this contractor.	E	<input checked="" type="radio"/> VG	S	M	U	N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):

Exhibit "C" – PPQ, Page 4 of 4
(Rev 12/11)

exhibit "C"			
NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)			
CONTRACT INFORMATION			
1. Contractor Information Firm Name: DBR General Engineering CAGE Code: 6U7S9 Address: 1120 Sycamore Avenue, Suite 2F Vista CA, 92081 DUNs Number: 078723062 Phone Number: 760-297-5070 Email Address: tyke@dbrgeneng.com Point of Contact: Tyke Blanchard Contact Phone Number: 760-297-5070			
2. Work Performed as: <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain) Percent of project work performed: 100 % If subcontractor, who was the prime (Name/Phone #):			
3. Contract Information Contract Number: N62473-16G-1817 Delivery/Task Order Number (if applicable): 18F5476 Contract Type: <input checked="" type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify): Contract Title: Paint Exterior Walls of Hangar 4 Contract Location: MCAS, Miramar CA Award Date (mm/dd/yy): 09/26/2018 Contract Completion Date (mm/dd/yy): 01/14/19 Actual Completion Date (mm/dd/yy): 01/14/19 Explain Differences: Original Contract Price (Award Amount): \$332,238.00 Final Contract Price (to include all modifications, if applicable): \$332,238.00 Explain Differences:			
4. Project Description: Complexity of Work <input type="checkbox"/> High <input type="checkbox"/> Me <input checked="" type="checkbox"/> Routine How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) This Project was a painting and renovation of the exterior of a Hangar at MCAS, Miramar. Required Demolition, paint and primer, installation of lights and creation of sheet metal products (lean to shed, security door, damaged rollup doors).			
CLIENT INFORMATION			
5. Client Information <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; padding: 5px;"> Name: Title: Phone Number: Email Address: </td> <td style="padding: 5px;"> Mo Zwayree Construction Manager FEAD MCAS, Miramar 858-577-7724 Mo.zwayree.ctr@navy.mil </td> </tr> </table>		Name: Title: Phone Number: Email Address:	Mo Zwayree Construction Manager FEAD MCAS, Miramar 858-577-7724 Mo.zwayree.ctr@navy.mil
Name: Title: Phone Number: Email Address:	Mo Zwayree Construction Manager FEAD MCAS, Miramar 858-577-7724 Mo.zwayree.ctr@navy.mil		
6. Describe the client's role in the project: Prime Contractor			
7. Date Questionnaire was completed (mm/dd/yy): 04/02/2019			
8. Client's Signature: <div style="display: flex; align-items: center;"> <div style="flex: 1;"> ZWAYREE.MO.1548451597 </div> <div style="flex: 1; font-size: small;"> Digitally signed by ZWAYREE.MO.1548451597 Date: 2019.04.02 10:34:36 -0700 </div> </div>			

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(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been NO significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): DBR General Engineering

Client Information (Name): Mo Zwayree

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY						
a) Quality of technical data/report preparation efforts	E	VG	<u>S</u>	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	<u>S</u>	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	<u>S</u>	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	<u>S</u>	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E	VG	<u>S</u>	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	<u>S</u>	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E	VG	<u>S</u>	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	<u>S</u>	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	<u>S</u>	M	U	N
d) Overall customer satisfaction	E	VG	<u>S</u>	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force	E	VG	<u>S</u>	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	<u>S</u>	M	U	N
c) Government Property Control	E	VG	<u>S</u>	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	<u>S</u>	M	U	N
e) Utilization of Small Business concerns	E	VG	<u>S</u>	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	<u>S</u>	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	VG	<u>S</u>	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	<u>S</u>	M	U	N
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)	E	<u>VG</u>	S	M	U	N

Contractor Information (Firm Name): DBR General Engineering

Client Information (Name): Mo Zwayree

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	E	VG	S	M	U	<input checked="" type="checkbox"/> N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	E	VG	S	M	U	<input checked="" type="checkbox"/> N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="checkbox"/> Yes		No			
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes		<input checked="" type="checkbox"/> No			
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes		<input checked="" type="checkbox"/> No			
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the user's rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	<input checked="" type="checkbox"/> VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	<input checked="" type="checkbox"/> VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	<input checked="" type="checkbox"/> S	M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E	VG	<input checked="" type="checkbox"/> S	M	U	N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	<input checked="" type="checkbox"/> Yes		No			
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	<input checked="" type="checkbox"/> S	M	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):

exhibit "C"

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION

1. Contractor Information

Firm Name: DBR General Engineering
 Address: 1120 Sycamore Avenue, Suite 2F Vista CA, 92081
 Phone Number: 760-297-5070
 Email Address: tyke@dbrgeneng.com
 Point of Contact: Tyke Blanchard

CAGE Code: 6U7S9
 DUNs Number: 078723062

Contact Phone Number: 760-297-5070

2. Work Performed as: ☒ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)

Percent of project work performed: 100%

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number: N62473-16G-1817

Delivery/Task Order Number (if applicable): 19F4089

Contract Type: ☒ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title: Paint Exterior Walls of Hangar 6

Contract Location: MCAS, Miramar CA

Award Date (mm/dd/yy): 12/03/18

Contract Completion Date (mm/dd/yy): 03/15/19

Actual Completion Date (mm/dd/yy): 03/15/19

Explain Differences:

Original Contract Price (Award Amount): \$346,112.00

Final Contract Price (to include all modifications, if applicable):

\$346,112.00

Explain Differences:

4. Project Description:

Complexity of Work ☐ High ☐ Med ☒ Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) This Project was a painting and renovation of the exterior of a Hangar at MCAS, Miramar. Required Demolition, paint and primer, installation of lights and creation of sheet metal products (lean to shed, security door, damaged rollup doors).

CLIENT INFORMATION

5. Client Information

Name:	Mo Zwayree
Title:	Construction Manager FEAD MCAS, Miramar
Phone Number:	858-577-7724
Email Address:	Mo.zwayree.ctr@navy.mil

6. Describe the client's role in the project:

Construction Manager.

7. Date Questionnaire was completed (mm/dd/yy): 04/02/2019

8. Client's Signature:

ZWAYREE.MO.1548451597
Digitally signed by ZWAYREE.MO.1548451597
 Date: 2019.04.02 10:46:11 -07'00'

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

**ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR
EVALUATION OF THE CONTRACTOR'S PERFORMANCE**

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been NO significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): DBR General Engineering

Client Information (Name): Mo Zwayree

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)	E	VG	S	M	U	N

Contractor Information (Firm Name): DBR General Engineering

Client Information (Name): Mo Zwayree

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	E	VG	S	M	U	<input checked="" type="checkbox"/> N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	E	VG	S	M	U	<input checked="" type="checkbox"/> N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="checkbox"/> Yes		No			
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes		<input checked="" type="checkbox"/> No			
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes		<input checked="" type="checkbox"/> No			
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the user's rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	<input checked="" type="checkbox"/> VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	<input checked="" type="checkbox"/> VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG	<input checked="" type="checkbox"/> S	M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E	VG	<input checked="" type="checkbox"/> S	M	U	N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	<input checked="" type="checkbox"/> Yes		No			
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	<input checked="" type="checkbox"/> S	M	U	N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):

EXHIBIT "C"**NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)****CONTRACT INFORMATION****1. Contractor Information**

Firm Name: DBR General Engineering

Address: 1120 Sycamore Avenue, Suite 2F Vista CA, 92081

Phone Number: 760-297-5070

Email Address: tyke@dbrogeneng.com

Point of Contact: Tyke Blanchard

CAGE Code: 6U7S9

DUNs Number: 078723062

Contact Phone Number: 760-297-5070

2. Work Performed as: ☐ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)

Percent of project work performed: 100%

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number: CP012218

Delivery/Task Order Number (if applicable):

Contract Type: ☐ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title: Tribal Hall Storage Expansion

Contract Location: Valley Center, CA

Award Date (mm/dd/yy): 03/9/18

Contract Completion Date (mm/dd/yy): 12/30/2018

Actual Completion Date (mm/dd/yy): 11/01/2018

Explain Differences:

Completed before Schedule

Original Contract Price (Award Amount): \$353,265.00

Final Contract Price (to include all modifications, if applicable): \$353,265.00

Explain Differences:

4. Project Description:Complexity of Work ☐ High ☐ Med ☐ Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) Complete installation of storage hall expansion, not limited to: plumbing, HVAC, electrical, masonry, carpentry, design, and grading.

CLIENT INFORMATION**5. Client Information**

Name:

Title:

Phone

Number:

Email

Address:

Elena Esparza


Contract Administrator

760-749-3200

elena@sanpasqualtribe.org

6. Describe the client's role in the project:

Prime Contractor

7. Date Questionnaire was completed (mm/dd/yy): 01/11/2019**8. Client's Signature:**

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

Contractor Information (Firm Name): DBR General Engineering

Client Information (Name): Elena Esparza

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)	E	VG	S	M	U	N

Contractor Information (Firm Name): DBR General Engineering

Client Information (Name): Elena Esparza

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	<input checked="" type="radio"/> E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	E	VG	S	M	U	<input checked="" type="radio"/> N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="radio"/> Yes		No			
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes		<input checked="" type="radio"/> No			
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes		<input checked="" type="radio"/> No			
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the user's rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	<input checked="" type="radio"/> E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	<input checked="" type="radio"/> E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	<input checked="" type="radio"/> VG	S	M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	<input checked="" type="radio"/> E	VG	S	M	U	N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	<input checked="" type="radio"/> Yes		No			
d) In summary, provide an overall rating for the work performed by this contractor.	<input checked="" type="radio"/> E	VG	S	M	U	N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):

DBR has consistently provided excellent work. Their staff is highly knowledgeable and communicates effectively. I look forward to working with them in the future.

**ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR
EVALUATION OF THE CONTRACTOR'S PERFORMANCE**

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been NO significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

EXHIBIT "C"**NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)****CONTRACT INFORMATION****1. Contractor Information**

Firm Name: DBR General Engineering
Address: 1120 Sycamore Avenue, Suite 2F, Vista, CA 92081
Phone Number: (760) 297-5070
Email Address: tyke@dbrogeneng.com
Point of Contact: Tyke Blanchard

CAGE Code: 6U7S9
DUNs Number: 078723062

Contact Phone Number: (760) 297-5070

2. Work Performed as: ☒ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)

Percent of project work performed:

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type: ☒ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title: N6247319F4526 Repair High Voltage at the RV Park

Contract Location: MGACC Twenty nine Palms, CA 92278

Award Date (mm/dd/yy): 04/29/2019

Contract Completion Date (mm/dd/yy): 07/30/2019

Actual Completion Date (mm/dd/yy): 06/20/2019

Explain Differences: Job completed prior to actual completion date.

Original Contract Price (Award Amount): \$122,331.35

Final Contract Price (to include all modifications, if applicable): \$233,261.93

Explain Differences: Added modification to contract on 05/06/2019 for \$110,930.58

4. Project Description:

Complexity of Work ☐ High ☐ Med ☐ Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) DBR provided all planning, labor, transportation, equipment, supplies, materials and supervision necessary to repair the high voltage at the RV Park, This is an example of DBR's effort in IDIQ contracts at this base.

CLIENT INFORMATION**5. Client Information**

Name: NAVFAC Southwest / Charlene Colella

Title: Contracting Officer

Phone Number: (760) 830-7414

Email Address: charlene.colella@navy.mil

6. Describe the client's role in the project:

Contracting Officer

7. Date Questionnaire was completed (mm/dd/yy): 01/15/20

8. Client's Signature:

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

**ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE**

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been NO significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): _____
 Client Information (Name): _____

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS
 YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY						
a) Quality of technical data/report preparation efforts	E	VG		M	U	N
b) Ability to meet quality standards specified for technical performance	E		S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E		S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E		S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)		VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E		S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E		S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)		VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E		S	M	U	N
d) Overall customer satisfaction	E		S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force	E		S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG		M	U	N
c) Government Property Control	E	VG		M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E		S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	
f) Ability to simultaneously manage multiple projects with multiple disciplines	E		S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes		VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E		S	M	U	N
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)	E	VG		M	U	N

Contractor Information (Firm Name): _____
 Client Information (Name): _____

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	E	VG		M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	E	VG		M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>			No			
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes					
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes					
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the user's rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E		S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E		S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E		S	M	U	N
b) Compliance with contractual terms/provisions <i>(explain if specific issues)</i>	E		S	M	U	N
c) Would you hire or work with this firm again? <i>(If no, please explain below)</i>			No			
d) In summary, provide an overall rating for the work performed by this contractor.	E		S	M	U	N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):

EXHIBIT "C"**NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)****CONTRACT INFORMATION****1. Contractor Information**

Firm Name: DBR General Engineering

CAGE Code: 6U7S9

Address: 1120 Sycamore Avenue, Suite 2F, Vista, CA 92081

DUNS Number: 078723062

Phone Number: 760-297-5070

Email Address: tyke@dbrogeneng.com

Point of Contact: Tyke Blanchard

Contact Phone Number: 760-297-5070

2. Work Performed as: ☒ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)

Percent of project work performed: 100%

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number: N62473-19-D4002

Delivery/Task Order Number (if applicable): 5095

Contract Type: ☒ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title: Repair Lighting MCCES-EOD-

Contract Location: MCGACC, Twenty nine Palms, CA BLDG 1632

Award Date (mm/dd/yy): 08.29.2019

Contract Completion Date (mm/dd/yy): 12.28.2019

Actual Completion Date (mm/dd/yy): 12.16.2019

Explain Differences: Completed Job before scheduled completion date. Job started 10.28.2019, 60 day time line to complete.

Original Contract Price (Award Amount): \$98,197.01

Final Contract Price (to include all modifications, if applicable): \$98,197.01

Explain Differences: N/A

4. Project Description:Complexity of Work ☐ High ☐ Med ☒ Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) General contractor for lighting replacement project. Thirty-two lights and electrical sub-system. Removed and reinstalled with framework.

CLIENT INFORMATION**5. Client Information**

Name: NAVFAC Southwest/ Charlene Colella

Title: Ordering Officer

Phone Number: 760-830-7414

Email Address: charlene.colella@navy.mil

6. Describe the client's role in the project:

Contracting Officer

7. Date Questionnaire was completed (mm/dd/yy): 01/15/20**8. Client's Signature:**

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

**ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
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RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been NO significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

Contractor Information (Firm Name): _____
 Client Information (Name): _____

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS
 YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY						
a) Quality of technical data/report preparation efforts	E	VG		S	M	U N
b) Ability to meet quality standards specified for technical performance	E		VG	S	M	U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E		VG	S	M	U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E		VG	S	M	U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	E	VG		S	M	U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG		S	M	U N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E		VG	S	M	U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E		VG	S	M	U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG		S	M	U N
d) Overall customer satisfaction	E		VG	S	M	U N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force	E		VG	S	M	U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG		S	M	U N
c) Government Property Control	E	VG		S	M	U N
d) Knowledge/expertise demonstrated by contractor personnel	E		VG	S	M	U N
e) Utilization of Small Business concerns	E	VG	S	M	U	
f) Ability to simultaneously manage multiple projects with multiple disciplines	E		VG	S	M	U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E		VG	S	M	U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E		VG	S	M	U N
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)	E	VG		S	M	U N

Contractor Information (Firm Name): _____
 Client Information (Name): _____

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	E	VG		M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	E	VG		M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes		No			
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes		No			
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes		No			
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the user's rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E	VG		M	U	N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E	VG	S	M	U	N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	Yes		No			
d) In summary, provide an overall rating for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):

BID PROPOSAL

PROJECT: Elephant Mountain Antenna Site Upgrade Project

LOCATION: 34 53 6.1 North / 116 53 49.3 West, County of San Bernardino, CA

OWNER: County of San Bernardino

BID OPENING: February 6, 2020 @ 2:00 PM

BIDDER: SJD&B, Inc.

County of San Bernardino
Real Estate Services Department – Project Management Division
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184
www.sbcounty.gov/ae

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is to add new electrical service from SCE and provide connection to new block building for electrical systems including emergency backup power generator, new 35' new communications monopole in Barstow, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Real Estate Services Department – Project Management Division, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications.

The LUMP SUM of ^{One million eighty- one thousand eight hundred twenty-four} _____ Dollars

(\$ 1,081,824.00)

The above-mentioned BASE BID includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible and responsive bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, _____ Dollars (\$ _____), made payable to the County of San Bernardino. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of San Bernardino. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Real Estate Services Department – Project Management Division, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through the County of San Bernardino Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Real Estate Services Department – Project Management Division, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

TIME OF COMPLETION

The undersigned agrees to complete the work within 365 calendar days from the date stipulated in the Notice to Proceed.

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of \$300.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

ESCROW ACCOUNT

Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, the Contractor may substitute qualified securities in lieu of retention withheld by the County and/or establish an escrow account for retention payments.

REJECTION OF BIDS

The undersigned agrees that the County reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid State Contractor's Class "B" license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. **The undersigned agrees to provide the Real Estate Services Department – Project Management Division with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name the County of San Bernardino and its officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the County for adequacy of protection.

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award and shall be on County approved bond forms. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

VISITING THE SITES

The undersigned has visited the site, and is familiar with the local conditions of the work site.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it and all subcontractor(s) listed below have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all bids submitted on or after March 1, 2015). The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all contracts awarded on or after April 1, 2015). The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Real Estate Services Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NAME: SJD&B, Inc.

<u>Subcontractor</u>	<u>Portion of Work</u> (Description of work to be performed)	<u>Location of</u> <u>Business</u>	<u>CA Cont. Lic. No.</u>	<u>DIR Reg. No.</u>
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J&M Concrete Contractors / Slabs, Foundations, CMU Bldg. / Orange, Ca./CSLB 242898/ 1000005924

Ellis Fence Co. / Fence, Gates / Barstow, Ca. / CSLB 687623 / 1000021557

Power Pro Plus, Inc. / Electrical / Rialto, Ca. / CSLB 851026 / 1000011410

ADDENDA

This bid includes Addendum No. 1 dated 1/29/2020
 Addendum No. 2 dated 1/31/2020

Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.

AFFIDAVIT

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any

other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

Check One: ☐ Sole Proprietor
☐ Partnership
☒ Corporation
☐ Other

Name of Bidder: SJD&B, Inc.

Address: 10970 Arrow Route Unit 101 Rancho Cucamonga, Ca. 91730

Phone: (909) 481-0001

Email: info@sjdandb.com

Contractor's License No.: 1001950 Primary Class: A, B, C-12

Expiration Date of Contractor's License 03/31/2021

Contractor's DIR Registration # 1000030237

I declare under penalty of perjury the above is true and correct.

Authorized Signature:  Title: President

Print Name: Simon Jeon Date: 2/5/2020



1990-01-01 20:49:41

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of SJD&B, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/5/2020 [date], at Rancho Cucamonga [city], California [state].

Signed:  _____

Title: President _____

NONCOLLUSION DECLARATION

TO BE EXECUTED BY EACH SUBCONTRACTOR

AND SUBMITTED PRIOR TO CONTRACT AWARD

The undersigned declares:

I am the President of SJD&B, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/5/2020 [date], at Rancho Cucamonga [city], California [state].

Signed: 

Title: President

BID BOND

BOND NO. BBSU

KNOW ALL MEN BY THESE PRESENTS,

That we, SJD&B, INC.

as Principal, and GREAT AMERICAN INSURANCE COMPANY a corporation

authorized to transact a general surety business in the State of CALIFORNIA as Surety, are held and firmly

bound unto COUNTY OF SAN BERNARDINO

(hereinafter called the Oblige)

in the full and just sum of TEN PERCENT OF AMOUNT BID


Dollars, (\$ 10%) for the payment whereof in lawful money of the United States, we bind ourselves, our

heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for
ELEPHANT MOUNTAIN 800 MHZ ATENNA SITE UPGRADE PROJECT - BARSTOW, CA

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, If the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 3RD day of FEBRUARY, 2020
YEAR

SJD&B, INC.

Principal

GREAT AMERICAN INSURANCE COMPANY
Surety
By: PHILIP E. VEGA

Attorney-in-Fact



0222 0222

Figure 1. The effect of the concentration of the *Agrobacterium* suspension on the transformation efficiency of *Agrobacterium* strains.

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CONFIDENTIAL - SECURITY INFORMATION

...and the other side of the road.

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10. 2010年12月31日，本公司应收账款坏账准备计提比例为100%。

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1. *What are the main components of the system?*

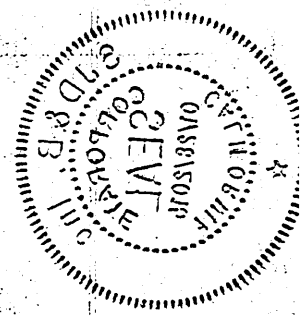
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GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **FOUR**

No. 0 20974

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP E. VEGA	ALL OF	ALL
KEVIN VEGA	COVINA, CALIFORNIA	\$100,000,000
BRITTON CHRISTIANSEN		
MYRNA F. SMITH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of NOVEMBER, 2017
GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Stephen C. Beraha

David C. Kitchen

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 29TH day of NOVEMBER, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 3RD day of FEBRUARY, 2020



Stephen C. Beraha

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of ORANGE)
 On FEB 03 2020 before me, Monica Blaisdell, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Philip E. Vega
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
 subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
 his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~,
 or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Quote 00015251 - Jergensen Construction

General Items Questions Subcontractors Terms & Conditions Attachments(1) Evaluations Preference Reminders **Summary**

Header Information

Quote #: 00015251 **Bid #:** ANE220-ANE2C-3635 **Status:** Submitted
Organization: Architecture and Engineering 2 (CIP)
Description: 0091-Elephant Mountain Antenna Site Upgrade **Delivery Days:** 0 **Discount Percent:** 0.0
Bid Flag: Yes **Alternate Bid:** No **Shipping Terms:**
Freight Terms: **Ship Via Terms:** **Payment Term:** Net 30
Promised Date **Info Contact:** JERGENSEN'S CONSTRUCTION 760-947-4545 TJERGENSEN@MSN.COM **Quote Total** \$1,376,000.00
Comment:
Date Last Updated: 02/08/2020 01:33:29 PM **User last Updated:** Todd Jergensen **User Created:** Todd Jergensen

Vendor accepts the terms & conditions with no exceptions.

Bid

Acknowledgements:

Document	Amendment Note	Notifications	Acknowledged Date/Time
Amendment 1	Changes to documents Questions and answers Attachment File Changes: Header 1. File 'Addendum No. 1- Elephant Mountain Improvements Geotech Report.pdf': File 'Addendum No. 1-Elephant Mountain Improvements Geotech Report.pdf' added . 2. File 'Addendum No. 1-Approved SCE Map as invoiced.pdf': File 'Addendum No. 1- Approved SCE Map as invoiced.pdf' added . 3. File 'Addendum No. 1-Division 01 Specifications.pdf': File 'Addendum No. 1-Division 01 Specifications.pdf' added . 4. File 'Addendum No. 1-Sheet AD-1.1.pdf': File 'Addendum No. 1-Sheet AD-1.1.pdf' added . 5. File 'Addendum No. 1-Narrative-Elephant Mountain-10.10.0091.pdf': File 'Addendum No. 1-Narrative-Elephant Mountain-10.10.0091.pdf' added .	Sent to : tjergensen@msn.com at 01/29/2020 10:00:17 AM	
Amendment 2	Addendum No. 2 Questions and Answers Attachment File Changes: Header 1. File 'Addendum No. 2 Questions and Answers.pdf': File 'Addendum No. 2 Questions and Answers.pdf' added .	Sent to : tjergensen@msn.com at 01/31/2020 03:51:51 PM	

Attachments

Agency Files:

Agency Forms:

Vendor Files: [ELEPHANT MTN TOWER - Bid Documents proposal.pdf](#)

Vendor Forms:

Item Information

Print Sequence # 1.0 : (909 - 22) Solicitation for bid for Elephant Mountain Antenna Site Upgrade Project. Barstow, CA State Contractors license B is required								
Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge
1.0	EA	\$1,376,000.00	0.0%	0.0%	\$0.00	\$1,376,000.00	No	No

Print

Close Window

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BID PROPOSAL

PROJECT: Elephant Mountain Antenna Site Upgrade Project

LOCATION: 34 53 6.1 North / 116 53 49.3 West, County of San Bernardino, CA

OWNER: County of San Bernardino

BID OPENING: February 6, 2020 @ 2:00 PM

BIDDER: JERGENSON'S CONSTRUCTION

County of San Bernardino
Real Estate Services Department – Project Management Division
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184
www.sbcounty.gov/ae

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is to add new electrical service from SCE and provide connection to new block building for electrical systems including emergency backup power generator, new 35' new communications monopole in Barstow, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Real Estate Services Department – Project Management Division, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications.

The LUMP SUM of ONE million three hundred seventy six Dollars
thousand dollars & 00
(\$ 1,376,000.00)

The above-mentioned BASE BID includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible and responsive bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, SEE ATTACHED BOND Dollars (\$ ORIGINAL SENT TO COUNTY), made payable to the County of San Bernardino. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of San Bernardino. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Real Estate Services Department – Project Management Division, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through the County of San Bernardino Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Real Estate Services Department – Project Management Division, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

TIME OF COMPLETION

The undersigned agrees to complete the work within 365 calendar days from the date stipulated in the Notice to Proceed.

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of \$300.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

ESCROW ACCOUNT

Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, the Contractor may substitute qualified securities in lieu of retention withheld by the County and/or establish an escrow account for retention payments.

REJECTION OF BIDS

The undersigned agrees that the County reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid State Contractor's Class "B" license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. **The undersigned agrees to provide the Real Estate Services Department – Project Management Division with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name the County of San Bernardino and its officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the County for adequacy of protection.

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award and shall be on County approved bond forms. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

VISITING THE SITES

The undersigned has visited the site, and is familiar with the local conditions of the work site.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it and all subcontractor(s) listed below have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all bids submitted on or after March 1, 2015). The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all contracts awarded on or after April 1, 2015). The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Real Estate Services Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NAME: Jergensen's Construction

<u>Subcontractor</u>	<u>Portion of Work</u> (Description of work to be performed)	<u>Location of Business</u>	<u>CA Cont. Lic. No.</u>	<u>DIR Reg. No.</u>
LJ JOHNSON	MASONRY	GARDEN CA	406070	1000010110
Performance Electric	Electric	Apple Valley, CA	713154	1000000361
United Contractors	Roofing	San Bernardino, CA	410125	1000001724
Ellis Fence Co. Inc.	Fencing	Bartow, CA	087023	1000021557
Franklin Mechanical Systems, Inc.	HVAC	Beaumont, CA	701887	1000002063
ROHN	Supplier.			

ADDENDA

This bid includes Addendum No. #1 dated 1.29.2020
 Addendum No. #2 dated 1.31.2020

Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.

AFFIDAVIT

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any

other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

Check One: ☒ Sole Proprietor
☐ Partnership
☐ Corporation
☐ Other

Name of Bidder: Jergensen's Construction

Address: 9320 Daisy Rd. - Oak Hills - CA 92344

Phone: 760-947-4545

Email: TJERGENSEN@MSN.COM

Contractor's License No.: 530592 Primary Class: B, A, C-8

Expiration Date of Contractor's License 07/31/2020

Contractor's DIR Registration # 1000001092

I declare under penalty of perjury the above is true and correct.

Authorized Signature: [Signature] Title: Owner

Print Name: Todd Jergensen Date: 1.29.2020

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, JERGENSEN CONSTRUCTION

_____ as Principal, hereinafter called the Principal,

and the OHIO CASUALTY INSURANCE COMPANY

ATTN: SURETY CLAIMS DEPARTMENT
of 1001 4TH AVENUE, SUITE 1300, SEATTLE, WA 98154, a corporation duly organized under
the laws of the State of NEW HAMPSHIRE, as Surety, hereinafter called the Surety, are held and firmly bound unto

COUNTY OF SAN BERNARDINO

_____ as Oblige, hereinafter called the Oblige,

in the sum of TEN PERCENT OF GREATER AMOUNT BID

Dollars (\$ 10%), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ELEPHANT MOUNTAIN 800 MHZ ANTENNA SITE UPGRADE PROJECT
BARSTOW, CALIFORNIA - PROJECT NO. 10.10.0091

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29TH day of JANUARY, 2020.

Witness _____

JERGENSEN CONSTRUCTION

(Seal)

Principal

By _____

TOBB D. JERGENSEN, OWNER

OWNER

Title

Witness _____

THE OHIO CASUALTY INSURANCE COMPANY

By _____

Mark D. Iatarola

MARK D. IATAROLA, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of SAN BERNARDINO)

On 01/30/2020

Date

before me, BREANA M. GONZALES, NOTARY PUBLIC

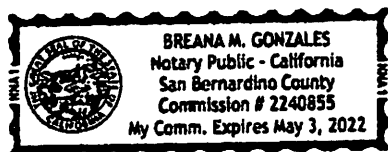
Here Insert Name and Title of the Officer

personally appeared

TODD D. JERGENSEN

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 01/29/2020

Signer(s) Other Than Named Above: NONE

Number of Pages: 1

Capacity(ies) Claimed by Signer(s)

Signer's Name: TODD D. JERGENSEN

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

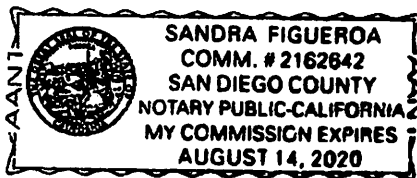
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO

On 1/29/2020 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201849-024100

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sandra Figueroa, Mark D. Iatarola, Helen Maloney, John G. Maloney, Jessica Schmal

all of the city of Escondido state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29TH day of JANUARY, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Todd Jergensen of Jergensen Construction the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 01/30/2020 [date], at Oak Hills [city], California [state].

Signed: 

Title: owner

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

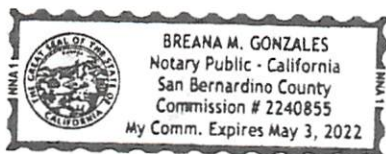
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of SAN BERNARDINO)
 On 01/30/2020 before me, BREANA M. GONZALES, NOTARY PUBLIC,
 Date Here Insert Name and Title of the Officer
 personally appeared TODD D. JERGENSEN
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: non-collusion
 Document Date: 01/30/2020 Number of Pages: 1
 Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: TODD D. JERGENSEN
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

BID PROPOSAL

PROJECT: Elephant Mountain Antenna Site Upgrade Project

LOCATION: 34 53 6.1 North / 116 53 49.3 West, County of San Bernardino, CA

OWNER: County of San Bernardino

BID OPENING: February 6, 2020 @ 2:00 PM

BIDDER: JERGENSON'S CONSTRUCTION

County of San Bernardino
Real Estate Services Department – Project Management Division
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184
www.sbcounty.gov/ae

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is to add new electrical service from SCE and provide connection to new block building for electrical systems including emergency backup power generator, new 35' new communications monopole in Barstow, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Real Estate Services Department – Project Management Division, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications.

The LUMP SUM of ONE million three hundred seventy six Dollars
thousand dollars & 00
(\$ 1,376,000.00)

BID PROPOSAL

PROJECT: Elephant Mountain Antenna Site Upgrade Project

LOCATION: 34 53 6.1 North / 116 53 49.3 West, County of San Bernardino, CA

OWNER: County of San Bernardino

BID OPENING: February 6, 2020 @ 2:00 PM

BIDDER: Itiny Company, Inc.

County of San Bernardino
Real Estate Services Department – Project Management Division
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184
www.sbcounty.gov/ae

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is to add new electrical service from SCE and provide connection to new block building for electrical systems including emergency backup power generator, new 35' new communications monopole in Barstow, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Real Estate Services Department – Project Management Division, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications.

The LUMP SUM of Eight Hundred Thirty Nine Thousand Seven Hundred Eighty Six and 00/100 Dollars
(\$ 839,786.00)

The above-mentioned BASE BID includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible and responsive bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, Eighty Three Thousand Nine Hundred Seventy Nine Dollars (\$ 83,979.00), made payable to the County of San Bernardino. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of San Bernardino. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Real Estate Services Department – Project Management Division, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through the County of San Bernardino Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Real Estate Services Department – Project Management Division, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

TIME OF COMPLETION

The undersigned agrees to complete the work within 365 calendar days from the date stipulated in the Notice to Proceed.

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of \$300.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

ESCROW ACCOUNT

Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, the Contractor may substitute qualified securities in lieu of retention withheld by the County and/or establish an escrow account for retention payments.

REJECTION OF BIDS

The undersigned agrees that the County reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid State Contractor's Class "B" license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. **The undersigned agrees to provide the Real Estate Services Department – Project Management Division with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name the County of San Bernardino and its officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the County for adequacy of protection.

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award and shall be on County approved bond forms. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

VISITING THE SITES

The undersigned has visited the site, and is familiar with the local conditions of the work site.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it and all subcontractor(s) listed below have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all bids submitted on or after March 1, 2015). The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all contracts awarded on or after April 1, 2015). The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Real Estate Services Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NAME: Titney Company, Inc

<u>Subcontractor</u>	<u>Portion of Work</u> (Description of work to be performed)	<u>Location of Business</u>	<u>CA Cont. Lic. No.</u>	<u>DIR Reg. No.</u>
Flynn Air	HVAC	Huntington Beach	749287	1006057683
Ellis Fence	Fence	Hesperia	687623	1000021557
Approved Equal	Steel	San Bernardino	751548	1000037141

ADDENDA

This bid includes Addendum No. 1 dated 1/29/20
Addendum No. 2 dated 1/31/20

Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.

AFFIDAVIT

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any

other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

Check One: ☐ Sole Proprietor
☐ Partnership
☒ Corporation
☐ Other

Name of Bidder: Titney Company, Inc

Address: 1541 Commerce St. Corona, CA 92880

Phone: 951-888-7122

Email: Jcunningham@Titneyco.com

Contractor's License No.: 719304 Primary Class: A, B, C-10

Expiration Date of Contractor's License 2/29/20

Contractor's DIR Registration # 1000015823

I declare under penalty of perjury the above is true and correct.

Authorized Signature: [Signature] Title: President

Print Name: James A. Cunningham Date: 2-4-20

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID


The undersigned declares:

I am the President of Titney Company, Inc. the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2-7-2020 [date], at Corona [city], CA [state].

Signed: 

Title: President

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Jitney Company, Inc.
1541 Commerce Street
Corona, CA 92880

OWNER:

(Name, legal status and address)

County of San Bernardino
Real Estate Services Department
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415

BOND AMOUNT: Ten Percent of Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Elephant Mountain 800 MHz Antenna Site Upgrade Project - Project No. 10.10.0091
Barstow, California

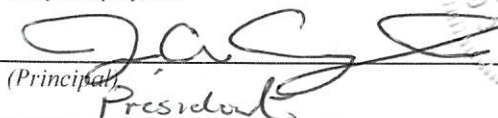
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of January, 2020

Jitney Company, Inc.


(Principal)
President

(Witness)

Merchants Bonding Company (Mutual)

(Surety)


(Title) Janelle L. Tuominen, attorney-in-fact

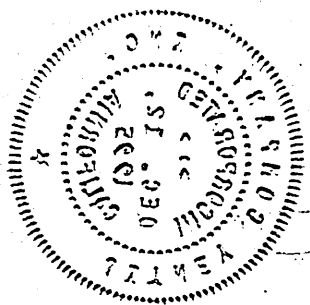
(Witness)

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Janelle L Tuominen; Susan C Monteon

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.



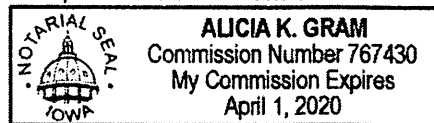
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

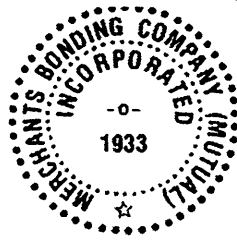


Alicia K. Gram
Notary Public

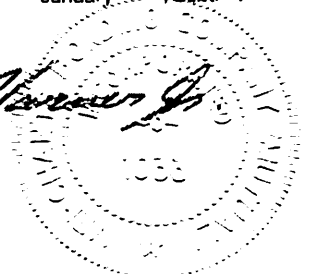
(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of January, 2020.



William Warner Jr.
Secretary





CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

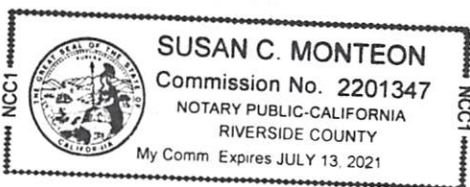
STATE OF CALIFORNIA

County of Riverside

On January 10, 2020 before me, Susan C. Monteon, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Janelle L. Tuominen

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Susan C. Monteon
Signature of Notary Public Susan C. Monteon

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside }

On 2/4/20

Date

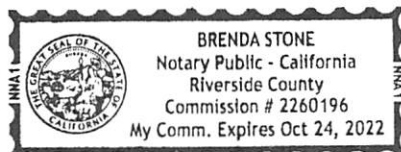
before me, Brenda Stone Notary Public

Here Insert Name and Title of the Officer

personally appeared James A. Cunningham

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Brenda Stone
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

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☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Bid Proposal Checklist

- ☒ All Addenda are acknowledged
- ☒ Bid Package signed by authorized party
- ☒ Signed Non-Collusion Declaration from Prime Contractor enclosed
- ☒ Original Bid Bond enclosed; or
- ☐ If submitting via ePro, original Bid Bond mailed to Project Management Division. **Note:** Bid Bond must be received by Project Management Division by time of bid opening.
- ☒ No modifications made to bid forms
- ☒ Envelope properly labeled
- ☒ Remember to **seal** the bid and deliver to:

Real Estate Services Department
Project Management Division
County Government Center
385 North Arrowhead Avenue, Third Floor
San Bernardino, California 92415-0184

Please Note: This checklist is only provided to assist the bidders. It is the bidder's sole responsibility to ensure that they are complying with the requirements included in the Bid Package in their entirety, even if they are not identified on this checklist.

BID PROPOSAL

PROJECT: Elephant Mountain Antenna Site Upgrade Project

LOCATION: 34 53 6.1 North / 116 53 49.3 West, County of San Bernardino, CA

OWNER: County of San Bernardino

BID OPENING: February 6, 2020 @ 2:00 PM

BIDDER: Leonida Builders, Inc.

15821 Live Oak Springs Canyon Rd. Santa Clarita CA, 91387

County of San Bernardino

Real Estate Services Department – Project Management Division

385 North Arrowhead Avenue, Third Floor

San Bernardino, CA 92415-0184

www.sbcounty.gov/ae

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is to add new electrical service from SCE and provide connection to new block building for electrical systems including emergency backup power generator, new 35' new communications monopole in Barstow, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Real Estate Services Department – Project Management Division, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications.

The LUMP SUM of Eight Hundred Forty-Nine Thousand Dollars

(\$ 849,000.00 -----)

The above-mentioned BASE BID includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible and responsive bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, Eighty-four thousand nine hundred Dollars (\$ 84,900.00 -----), made payable to the County of San Bernardino. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of San Bernardino. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Real Estate Services Department – Project Management Division, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through the County of San Bernardino Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Real Estate Services Department – Project Management Division, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

TIME OF COMPLETION

The undersigned agrees to complete the work within 365 calendar days from the date stipulated in the Notice to Proceed.

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of \$300.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

ESCROW ACCOUNT

Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, the Contractor may substitute qualified securities in lieu of retention withheld by the County and/or establish an escrow account for retention payments.

REJECTION OF BIDS

The undersigned agrees that the County reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid State Contractor's Class "B" license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

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Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

VISITING THE SITES

The undersigned has visited the site, and is familiar with the local conditions of the work site.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it and all subcontractor(s) listed below have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all bids submitted on or after March 1, 2015). The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all contracts awarded on or after April 1, 2015). The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Real Estate Services Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NAME: Leonida Builders, Inc.

N/A

other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

Check One: ☐ Sole Proprietor
☐ Partnership
☒ Corporation
☐ Other

Name of Bidder: Leonida Builders, Inc.

Address: 15821 Live Oak Springs Canyon Rd.

Santa Clarita, CA 91387 Phone: 951-532-7717

Email: panikos@leonidabuilders.com

Contractor's License No.: 896772 Primary Class: A, B, & C-8

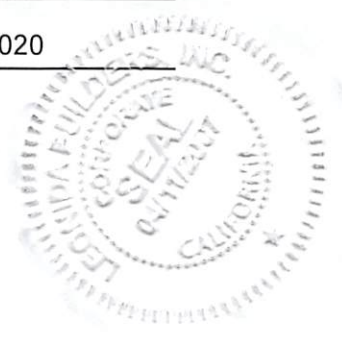
Expiration Date of Contractor's License 05/31/2021

Contractor's DIR Registration # 1000025666

I declare under penalty of perjury the above is true and correct.

Authorized Signature: _____ Title: President, Secretary & Treasurer

Print Name: Panagiotis Leonida Date: 02/06/2020



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NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ President _____ of _____ Leonida Builders, Inc. _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ 02/06/2020 _____ [date], at _____ Santa Clarita _____ [city], _____ California _____ [state].

Signed: _____
Panagiotis Leonida

Title: _____ President, Secretary & Treasurer _____



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

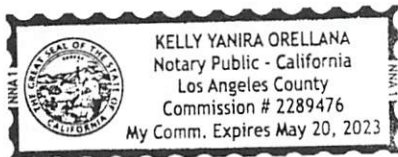
State of California

County of San Bernardino

On February 6th, 2020 before me, Kelly Yanira Orellana Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Panagiotis Leonida
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non Collusion
Document Date: February 6, 2020 Number of Pages: 2
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Panagiotis Leonida
☒ Corporate Officer Title(s): President Secretary
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: Leonida Builders, Inc.

Signer's Name: _____
☐ Corporate Officer - Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

BID BOND

BOND NO. BBSU

KNOW ALL MEN BY THESE PRESENTS,

That we, LEONIDA BUILDERS, INC.

as Principal, and GREAT AMERICAN INSURANCE COMPANY a corporation

authorized to transact a general surety business in the State of CALIFORNIA as Surety, are held and firmly

bound unto COUNTY OF SAN BERNARDINO

(hereinafter called the Oblige)

in the full and just sum of TEN PERCENT OF AMOUNT BID

Dollars, (\$ 10%) for the payment whereof in lawful money of the United States, we bind ourselves, our

heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for

SAN BERNARDINO COUNTY 800MHz TOWER PROJECTS- WEST VALLEY DETENTION - CUTTING & PATCHING

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, If the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 6TH day of FEBRUARY, 2020
YEAR

LEONIDA BUILDERS, INC.

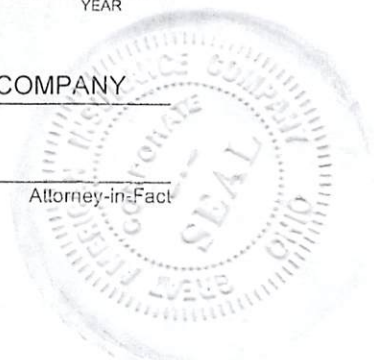
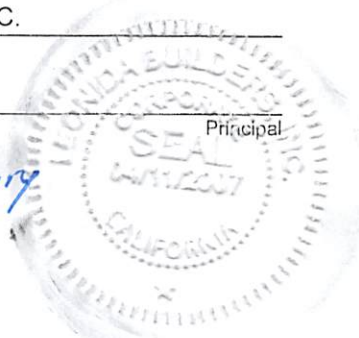
GREAT AMERICAN INSURANCE COMPANY

Surety

By: PHILIP E. VEGA Attorney-in-Fact

Principal

*Panagiotis Leonida -
President & Secretary*



1940

THE UNITED STATES OF AMERICA

DO hereby certify that

the within and foregoing is a true and correct copy of the

original as the same appears on the records of the

Department of the Interior

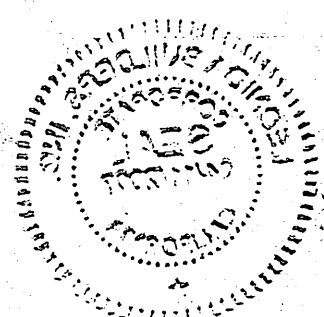
at Washington, D. C.

this 10th day of January, 1940

Special Agent in Charge

Department of the Interior

Very truly yours,
Special Agent in Charge
Department of the Interior



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **FOUR**

No. 0 20974

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP E. VEGA	ALL OF	ALL
KEVIN VEGA	COVINA, CALIFORNIA	\$100,000,000
BRITTON CHRISTIANSEN		
MYRNA F. SMITH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of NOVEMBER 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 29TH day of NOVEMBER, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 6TH day of FEBRUARY, 2020



Stephen C. Beraha
Assistant Secretary

[illegible][illegible]

STATION 2: THE MOUNTAIN ALPS

100-443887-100

1. The first of these is the fact that the Commission has not yet received any information from the Government of the United Kingdom regarding the progress of its investigation into the alleged activities of the British intelligence services in the United States. This is a serious omission, and the Commission is deeply concerned that the Government may be attempting to conceal the truth from the public.

[illegible]

2016-2017

1. The first of these is the fact that the United States has a large and growing population of people who are not citizens of the United States. This is a result of the large number of immigrants who have come to the United States in recent years, and the fact that many of these immigrants are not naturalized citizens.

1. The Commission has received information from the Government of India that the Government of India has decided to grant a concession of 10% in the price of the goods to be supplied to the Government of India by the Government of India.

100-443887-100

[illegible]

Journal of Management Inquiry 18(6) 709–724
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of LOS ANGELES)

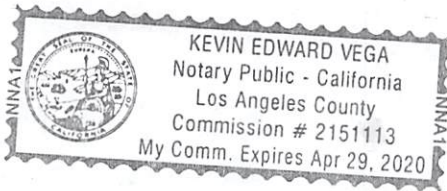
On FEB 06 2020 before me, KEVIN EDWARD VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared PHILIP E. VEGA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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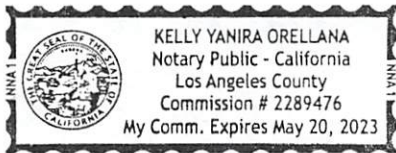
State of California

County of San Bernardino

On February 16, 2020 before me, Kelly Yanira Orellana Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Panagiotis Leonida
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Kelly Orellana
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: February 16th, 2020 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Panagiotis Leonida

☒ Corporate Officer – Title(s): President/Secretary

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

BID PROPOSAL

PROJECT: Elephant Mountain Antenna Site Upgrade Project

LOCATION: 34 53 6.1 North / 116 53 49.3 West, County of San Bernardino, CA

OWNER: County of San Bernardino

BID OPENING: February 6, 2020 @ 2:00 PM

BIDDER: R.I.C. Construction Co., Inc.

County of San Bernardino
Real Estate Services Department – Project Management Division
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184
www.sbcounty.gov/ae

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is to add new electrical service from SCE and provide connection to new block building for electrical systems including emergency backup power generator, new 35' new communications monopole in Barstow, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Real Estate Services Department – Project Management Division, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications.

The LUMP SUM of Nine Hundred Ninety - Nine Thousand Dollars

(\$ 999,000 00)

The above-mentioned BASE BID includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible and responsive bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, 10% Bid Bond Dollars (\$ _____), made payable to the County of San Bernardino. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of San Bernardino. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Real Estate Services Department – Project Management Division, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through the County of San Bernardino Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Real Estate Services Department – Project Management Division, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

TIME OF COMPLETION

The undersigned agrees to complete the work within 365 calendar days from the date stipulated in the Notice to Proceed.

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of \$300.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

ESCROW ACCOUNT

Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, the Contractor may substitute qualified securities in lieu of retention withheld by the County and/or establish an escrow account for retention payments.

REJECTION OF BIDS

The undersigned agrees that the County reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid State Contractor's Class "B" license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. **The undersigned agrees to provide the Real Estate Services Department – Project Management Division with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name the County of San Bernardino and its officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the County for adequacy of protection.

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award and shall be on County approved bond forms. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

VISITING THE SITES

The undersigned has visited the site, and is familiar with the local conditions of the work site.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it and all subcontractor(s) listed below have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all bids submitted on or after March 1, 2015). The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all contracts awarded on or after April 1, 2015). The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Real Estate Services Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NAME: R.I.C. CONSTRUCTION CO., INC.

<u>Subcontractor</u>	<u>Portion of Work</u> (Description of work to be performed)	<u>Location of Business</u>	<u>CA Cont. Lic. No.</u>	<u>DIR Reg. No.</u>
<u>Amber Steel</u>	<u>REINFORCING STEEL</u>	<u>Rialto , CA</u>	<u>268566</u>	<u>1000000630</u>
<u>Matthews Mechanical</u>	<u>HVAC/MECH</u>	<u>Corona , CA</u>	<u>886716</u>	<u>1000006955</u>
<u>Marriott Fence Construction</u>	<u>FENCING</u>	<u>Hesperia , CA</u>	<u>981007</u>	<u>1000000398</u>
<u>Chaparosa Roofing Inc.</u>	<u>ROOFING</u>	<u>Apple Valley , CA</u>	<u>874120</u>	<u>1000038907</u>
<u>ABM Electrical Power</u>	<u>ELECTRICAL TESTING</u>	<u>Ontario , CA</u>	<u>898000</u>	<u>1000017137</u>
<u>Majestic Masonry</u>	<u>MASONRY</u>	<u>Upland , CA</u>	<u>458955</u>	<u>1000005527</u>

ADDENDA

This bid includes Addendum No. 1 dated 1/29/2020
 Addendum No. 2 dated 1/31/2020

Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.

AFFIDAVIT

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any

other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

Check One: ☐ Sole Proprietor
☐ Partnership
☒ Corporation
☐ Other

Name of Bidder: R.I.C. Construction Co., Inc.

Address: 10675 "E" Avenue Suite 1

Hesperia, CA 92345 Phone: (760)244-7749


Email: ricgeneral@ricconstruction.com

Contractor's License No.: 747268 Primary Class: A,B,C10,C21

Expiration Date of Contractor's License 3/31/20

Contractor's DIR Registration # 10000010181

I declare under penalty of perjury the above is true and correct.

Authorized Signature:  Title: Vice President

Print Name: Donald Mangold Date: 02/06/2020

THE UNITED STATES OF AMERICA
DO hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Department of the Interior.

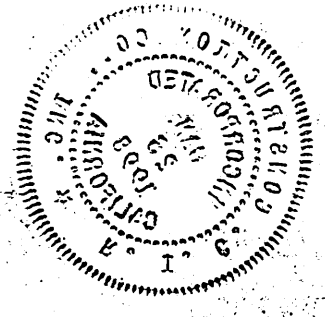
WITNESSED my hand and the seal of the Department of the Interior at Washington, D.C., this 1st day of January, 1901.

JOHN D. BROWN, Secretary of the Interior.

Very truly yours,
John D. Brown,
Secretary of the Interior.

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10/15/01 BY 60322 UCBAW/STP

RECEIVED
JAN 1 1901
U.S. DEPT. OF THE INTERIOR



NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Vice President of R.I.C. Construction Co., Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on February 6, 2020 [date], at Hesperia [city], California [state].

Signed: 

Title: Vice President

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

R.I.C. Construction Co., Inc.
10675 E Avenue
Hesperia, CA, 92345

SURETY:

(Name, legal status and principal place
of business)

Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

Bond Number: NOT APPLICABLE

OWNER:

(Name, legal status and address)

County of San Bernardino - Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA, 92415-0184

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

BOND AMOUNT: Not to exceed ten percent (10%) of the total bid amount -----

PROJECT:

(Name, location or address, and Project number, if any)

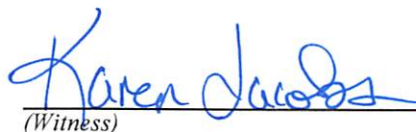
Elephant Mountain 800 MHz Antenna Site Upgrade Project, Barstow CA
34 53 6.1 North / 116 53 49.3 West, County of San Bernardino, CA, Project No. 10.10.0091

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

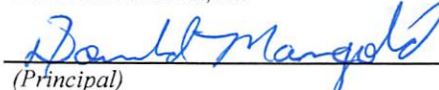
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of January, 2020


(Witness)

R.I.C. Construction Co., Inc.


(Principal)

(Title)


(Witness) Karina Alvarado

Merchants Bonding Company (Mutual)
(Surety)

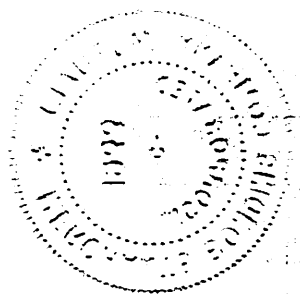
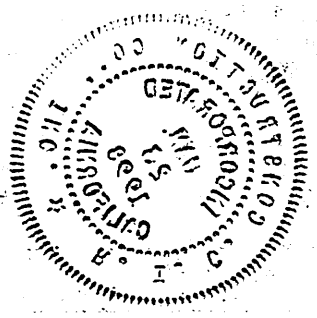
(Seal)

(Title) Julia B. Bales, Attorney-In-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

[Faint, mostly illegible text covering the upper and middle portions of the page, appearing to be a letter or report.]



[Handwritten signatures and notes in the lower-right section of the page.]

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Julia Bo Bales; Kenneth A Coate

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.



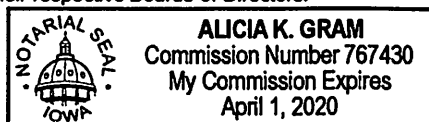
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seats of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____

JAN 27 2020



William Warner Jr.
Secretary

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Riverside)On JAN 27 2020 before me, R. Balderas, Notary Public,

Date

Here Insert Name and Title of the Officer

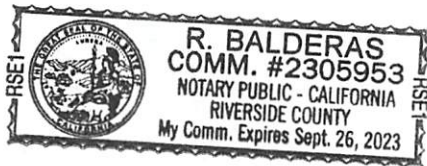
personally appeared Julia B. Bales

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature R. Balderas

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Julia B. Bales☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Quote 00015263 - RE Chaffee Construction

General Items Questions Subcontractors Terms & Conditions Attachments(1) Evaluations Preference Reminders **Summary**

Header Information

Quote #: 00015263 **Bid #:** ANE220-ANE2C-3635 **Status:** Submitted
Organization: Architecture and Engineering 2 (CIP)
Description: 0091-Elephant Mountain Antenna Site Upgrade **Delivery Days:** 0 **Discount Percent:** 0.0
Bid Flag: Yes **Alternate Bid:** No **Shipping Terms:**
Freight Terms: **Ship Via Terms:** **Payment Term:** Net 30
Promised Date **Info Contact:** **Quote Total** \$1,275,000.00
Comment:
Date Last Updated: 02/06/2020 01:46:58 PM **User last Updated:** Ronnie Chaffee **User Created:** Ronnie Chaffee

Vendor accepts the terms & conditions with no exceptions.

Bid

Acknowledgements:

Document	Amendment Note	Notifications	Acknowledged Date/Time
Amendment 1	Changes to documents Questions and answers Attachment File Changes: Header 1. File 'Addendum No. 1-Elephant Mountain Improvements Geotech Report.pdf': File 'Addendum No. 1-Elephant Mountain Improvements Geotech Report.pdf' added . 2. File 'Addendum No. 1-Approved SCE Map as invoiced.pdf': File 'Addendum No. 1-Approved SCE Map as invoiced.pdf' added . 3. File 'Addendum No. 1-Division 01 Specifications.pdf': File 'Addendum No. 1-Division 01 Specifications.pdf' added . 4. File 'Addendum No. 1-Sheet AD-1.1.pdf': File 'Addendum No. 1-Sheet AD-1.1.pdf' added . 5. File 'Addendum No. 1-Narrative-Elephant Mountain-10.10.0091.pdf': File 'Addendum No. 1-Narrative-Elephant Mountain-10.10.0091.pdf' added .	At bid acknowledgement	02/04/2020 04:30:22 PM
Amendment 2	Addendum No. 2 Questions and Answers Attachment File Changes: Header 1. File 'Addendum No. 2 Questions and Answers.pdf': File 'Addendum No. 2 Questions and Answers.pdf' added .	At bid acknowledgement	02/04/2020 04:30:22 PM

Attachments

Agency Files:

Agency Forms:

Vendor Files: [20200206125746.pdf](#)

Vendor Forms:

Item Information

Print Sequence # 1.0 : (909 - 22) Solicitation for bid for Elephant Mountain Antenna Site Upgrade Project. Barstow, CA State Contractors license B is required								
Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge
1.0	EA	\$1,275,000.00	0.0%	0.0%	\$0.00	\$1,275,000.00	No	No

Print

Close Window

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BID PROPOSAL

PROJECT: Elephant Mountain Antenna Site Upgrade Project

LOCATION: 34 53 6.1 North / 116 53 49.3 West, County of San Bernardino, CA

OWNER: County of San Bernardino

BID OPENING: February 6, 2020 @ 2:00 PM

BIDDER: R.E. Chaffee Construction

County of San Bernardino
Real Estate Services Department – Project Management Division
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184
www.sbcounty.gov/ae

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is to add new electrical service from SCE and provide connection to new block building for electrical systems including emergency backup power generator, new 35' new communications monopole in Barstow, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Real Estate Services Department – Project Management Division, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications.

The LUMP SUM of one million, two hundred seventy five thousand Dollars

(\$ 1,275,000.00)

The above-mentioned BASE BID includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible and responsive bidder who submitted the lowest bid shall be awarded the contract, if it is awarded.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, See bid bond Dollars (\$ _____), made payable to the County of San Bernardino. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of San Bernardino. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Real Estate Services Department – Project Management Division, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through the County of San Bernardino Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: (Real Estate Services Department – Project Management Division, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184). **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

TIME OF COMPLETION

The undersigned agrees to complete the work within 365 calendar days from the date stipulated in the Notice to Proceed.

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of \$300.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

ESCROW ACCOUNT

Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, the Contractor may substitute qualified securities in lieu of retention withheld by the County and/or establish an escrow account for retention payments.

REJECTION OF BIDS

The undersigned agrees that the County reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid State Contractor's Class "B" license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. **The undersigned agrees to provide the Real Estate Services Department – Project Management Division with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name the County of San Bernardino and its officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the County for adequacy of protection.

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award and shall be on County approved bond forms. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

VISITING THE SITES

The undersigned has visited the site, and is familiar with the local conditions of the work site.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it and all subcontractor(s) listed below have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all bids submitted on or after March 1, 2015). The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all contracts awarded on or after April 1, 2015). The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Real Estate Services Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NAME: R.E. Chaffee Construction

<u>Subcontractor</u>	<u>Portion of Work</u> (Description of work to be performed)	<u>Location of Business</u>	<u>CA Cont. Lic. No.</u>	<u>DIR Reg. No.</u>
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Majestic Masonry	Masonry	Upland, CA	#458955	#100005527
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Crimson Marine Company	Concrete	Phelan, CA	#868781	#1000058930
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DKM Electric	Electrical	Murice, CA	#536483	#1000062050
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ADDENDA

This bid includes Addendum No. 1 dated Jun 29, 2020

Addendum No. _____ dated _____

Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.

AFFIDAVIT

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any

other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

Check One: ☒ Sole Proprietor
☐ Partnership
☐ Corporation
☐ Other

Name of Bidder: R.E. Chaffee Construction

Address: 17987 Sage St.

Phelan, Ca 92371 Phone: 760-403-5456

Email: ronnie@rechaffee.com

Contractor's License No.: 897948 Primary Class: A, B, C-57

Expiration Date of Contractor's License 08/31/2021

Contractor's DIR Registration # 1800055585

I declare under penalty of perjury the above is true and correct.

Authorized Signature: [Signature] Title: owner

Print Name: Ronald Chaffee Date: Feb 6, 2020

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the owner of R.E. Chaffee Construction the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on February 6, 2020 [date], at Phelan [city], California [state].

Signed: [Signature]

Title: owner

BID BOND



KNOWN ALL BY THESE PRESENTS, That we, R. E. Chaffee Construction, as Principal, and Western National Mutual Insurance Company, as Surety, are held and firmly bound unto County of San Bernardino, as Obligee, in the sum of ten percent of total amount of the bid Dollars (10%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Elephant Mountain Antenna Site Upgrade Project, Project No. 10.10.0091 ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 3rd day of February, 2020.

R. E. Chaffee Construction

(Principal)

By: [Signature]

Western National Mutual Insurance Company

By: [Signature]
Maria R. Lucero, Attorney-in-Fact



1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is assigned to the case. The investigator will then gather information about the problem and the people involved. This information will be used to determine the cause of the problem and to develop a plan of action.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

1. The above information was obtained from the files of the FBI, New York Office, and is being furnished to you for your information. It is not to be used for any other purpose than that for which it was obtained.

12-11-11

SECRET

2008-09-01

18

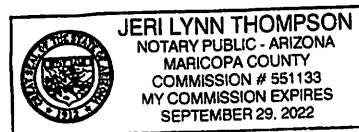
ACKNOWLEDGMENT OF SURETY

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On this 3rd day of February, 2020, before me personally came Maria R. Lucero, to me known to be the person described in and, who, being by me, did depose and say that she resides in Phoenix, Arizona; that she is the Attorney-in-Fact of Western National Mutual Insurance Company, the corporation described in and which executed the attached instrument; that she knows corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that she signed her name there by like order.


Jeri Lynn Thompson, Notary Public

My commission expires: September 29, 2022



(Notary Seal)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Michael J Mesenbrink, Jeri Lynn Thompson, Maria R. Lucero, Margie Wager

Crest Insurance Group (#9890)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

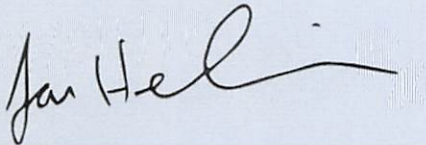
RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

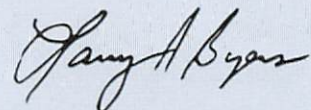
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.



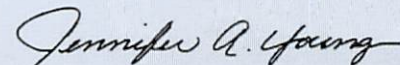
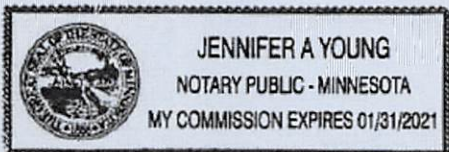
Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

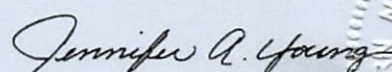


Jennifer A. Young, Notary Public
My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 3rd day of February, 2020



Jennifer A. Young, Assistant Secretary





**Kan't Kopy® K2
Prescription Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Security Features Box
- Thermochromic Ink
- Erasure Protection
- UV Fiber Glow
- UV Paper Dull
- Tamper Alert
- Toner Grip
- Microprint Protection
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